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7 **UNITED STATES DISTRICT COURT**
8 **DISTRICT OF NEVADA**

9 JOSH ANDERSON, an individual,)
10) **Case No.**
11 Plaintiff,)
12 vs.)
13) **COMPLAINT FOR DAMAGES**
14 ATLAS VAN LINES, INC., an Indiana) **UNDER THE CARMACK ACT**
15 corporation, ACE WORLD-WIDE OF)
16 NEVADA, INC., a Nevada corporation,)
17 inclusive,)
18)
19 Defendants.)
20)
21)
22)
23)
24)
25)

16 Plaintiff Josh Anderson, by and through his counsel Shea A. Backus, Esq. of
17 the law firm **BACKUS, CARRANZA & BURDEN**, hereby alleges as follows:

18 **PARTIES**

19
20 1. At all times material to this Complaint, Plaintiff Josh Anderson was a
21 resident of Clark County, Nevada.

22 2. Defendant Atlas Van Lines, Inc., upon information and belief, is and at
23 all times relevant to this action was a foreign corporation organized and existing
24 under the laws of the State of Indiana, operating and doing business in Clark
25

1 County, Nevada.

2 3. Defendant ACE World-Wide of Nevada, Inc., upon information and
3 belief, is and at all times relevant to this action was a domestic corporation
4 organized and existing under the laws of the State of Nevada, operating and doing
5 business in Clark County, Nevada.
6

7 JURISDICTION & VENUE

8 4. This Court has jurisdiction of this matter pursuant to 49 U.S.C. §
9 14706(d).

10 5. The damages property was picked up and believed to have been stored
11 in Clark County, Nevada until its relocation to Idaho and the contract was entered in
12 Clark County, Nevada. Venue, therefore, is convenient to Plaintiff in the United
13 States District Court for the District of Nevada.
14

15 GENERAL ALLEGATIONS

16 6. On or about May 3, 2016, Meghan Corrigan coordinated the shipment
17 of furnishings owned by Josh Anderson by entering into a Standard Estimate – Non
18 Binding agreement with Defendant Atlas Van Lines, Inc., by and through its agent
19 Ace World Wide of Nevada, Inc. for the moving of approximately 13,580 pounds of
20 furnishing and other personal property from a personal residence in Henderson,
21 Nevada to a personal residence in Eagle, Idaho (herein after referred to as
22 “Agreement”).
23
24
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1 7. As part of the Agreement, Defendants were to custom pack the 13,580
2 pounds of furnishing and personal property.

3 8. As part of the Agreement, Defendants were to store the 13,580 pounds
4 of furnishing and personal property for 60 days.

5 9. Upon delivery, Defendants were not required to unpack the 13,580
6 pounds of furnishing and personal property.

7 10. This Agreement contained a “WARNING” clause that provided “two
8 different standards for the company’s liability based on the rates you pay.”
9 Specifically, federal law required that the “form must contain a filled-in estimate of
10 the cost of a move for which the moving company is liable for the full (replacement)
11 the cost of a move for which the moving company is liable for the full (replacement)
12 value of [the] goods.” This is limited to \$6.00 per pound unless the party declares a
13 higher value on the form.

14 11. Initially, a full value protection in the lump sum of \$250,000 with no
15 deductible was selected. The Agreement provides an associated net charge of
16 \$2,735.60, reflecting charge of \$1,954.00 and SIT valuation charge of \$781.60, in
17 addition to an advanced charge of \$370.00. This was in addition to the insurance
18 surcharge associated with the 60 days of storage of the furnishings and personal
19 property.

20 12. Page 2 of the Agreement, then, sets forth the Valuations Options for
21 Full Value Protection (FVP) of \$250,000 for the different deductibles if selected.
22 The “FVP, \$0 Deductible” notes that this is “currently applied” at a charge of
23
24
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1 \$2,735.60. This sheet reflects decreased charges premised upon higher deductibles,
2 as well as providing no charge for coverage of \$0.60 per pound per article.

3 13. The Order for Service sets forth the Standard Estimate for the Non-
4 Binding Charges of \$15,628.38 and what 110% collection option yields
5 (\$17,191.22).
6

7 14. This Order for Service also provided the delivery dates to be between
8 July 5, 2016 to July 12, 2016.

9 15. A higher value for the shipment in the sum of \$300,000 with a \$500
10 deductible is set forth on the Customer's Declaration of Value form.

11 16. Upon information and belief, Defendants recalculated the total charges
12 to provide an added cost for full value protection of \$300,000 subject to a \$500
13 deductible.
14

15 17. On March 3, 2017, Atlas confirmed that it didn't dispute that Full
16 Replacement Valuation in the amount of \$300,000 was selected.

17 18. Plaintiff paid Defendants the full sum of the moving, including the
18 charges for Full Value Protection.
19

20 19. None of the forms that were filled out defined how Full Replacement
21 Value Protection was to be determined. Rather, the Agreement only distinguishes
22 Full Replacement Value Protection from \$0.60 per pound value.

23 20. Plaintiff and/or Corrigan understood Full Replacement Value
24 Protection to be the actual cost to replace any item that was damaged and
25

1 unrepairable.

2 21. When unpacking the furnishings and personal property delivered in
3 Idaho, the following furniture had been damaged:

- 4 a. Living Room End Table – top corner missing, chipped completely off;
5 b. Living Room Sofa Table – legs bent, top cracked;
6 c. Dining Room Buffet – legs bent;
7 d. Headboard to bed in Bedroom 2 – cracked and broken;
8 e. Dresser in Bedroom 3 – entire dresser is bent resulting in drawers no
9 longer fitting and entire unit is off as middle is lower than sides;
10 f. End Table in Bedroom 3 – drawer is cracked; and
11 g. Sofa Bed in Office – outside control panel is missing and parts are
12 missing.
13

14 22. A claim was submitted to Atlas on September 13, 2016 for the above
15 furnishings.
16

17 23. On December 9, 2016, Defendants arbitrarily determined values for the
18 damaged furnishing.
19

20 24. The furnishing that was damaged was never used. Such furnishings
21 were purchased less than a year prior to the move.

22 25. When Defendants packed the furnishing, there was nothing wrong with
23 the furnishing; otherwise, Defendants would have noted the same on their checklist.
24
25

1 26. The December 9, 2016 claim settlement offer failed to consider the
2 actual replacement cost for the damaged furnishings.

3 27. Defendants sent an email dated January 26, 2017 indicating that “the
4 replacement cost allowance is based on [Defendants’] vendor’s report.” This letter
5 indicates that the vendor can repair the items for said value. However, this
6 contradicts Defendants’ December 15, 2016 email that provided the following
7 pertinent information:
8

9 The buffet settlement offer was based on the cost to repair
10 per the inspection report from the repair firm. The
11 remaining items were all researched online to find like,
12 kind, quality comparison to substantiate the value and make
13 the offer. These exact Huppe furniture items were found at
<http://www.grossmanfurniture.com>. We base our
14 replacement cost allowance on today’s market value of the
15 item for what it would cost to purchase them today.

16 28. The December 15th email contradicts the December 9th letter, wherein
17 a replacement cost for the dining room buffet is provided.

18 29. The December 9th letter denies the claim for the Sofa Sleeper allegedly
19 for failure to provide information to substantiate the value. Ironically, supporting
20 invoices were supplied from the furniture distributor’s wholesaler (e.g. Fuzed, LLC
21 purchased Le Vele Video Sofa Bed for \$5,000 and sold it to the customer for
22 \$6,705).

23 30. After Atlas was supplied with the wholesale prices, it arbitrarily placed
24 values on the damaged high-end furniture. For example, \$750 value was given to the
25 Dining Room Buffet, wherein the wholesaler sold such piece of furniture to the

1 distributor for \$7,900.

2 31. When Defendants continued to refuse to offer the Full Value
3 Replacement as purchased, counsel was retained to pursue the claim.

4 32. Another demand dated February 13, 2017 was sent to Atlas Van Lines,
5 Inc. for the Full Replacement Value of the damaged furnishings.

6 33. On March 3, 2017, Defendants responded to counsel declining to pay the
7 Full Replacement Value for the damaged furnishing and made an offer to pay about
8 ten percent of the full value.

9 34. Premised upon Defendants' offer, Defendants acceptance of the
10 premium paid for Full Replacement Value of the \$300,000 total value of the shipment
11 would be fraudulent if Defendants believe the value of the damaged furnishing to
12 equate 10% of its true value.

13 35. On or about May 2, 2018, Meghan Corrigan assigned all of her rights in
14 connection with the loss to Plaintiff so that Plaintiff could prosecute any claims arising
15 out of the damage to the furnishings.

16 36. Defendants have left no other option for Plaintiff to recover the Full
17 Replacement Value for its damaged furnishing other than pursuing the instant
18 litigation.

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21
22 **FIRST CAUSE OF ACTION**
23 **(Carmack Amendment to Interstate Commerce, 49 U.S.C. § 14706)**

24 37. Plaintiff incorporates by reference the allegations and averments
25 contained in Paragraphs 1 to 36, inclusive, as if fully set forth herein.

1 38. On May 3, 2016, Corrigan entered an Agreement with Defendants in
2 Clark County, Nevada to pack, move, store for approximately 60 days and deliver
3 furnishings and personal property owned by Plaintiff to a residence in Idaho.

4 39. Plaintiff paid a premium for Full Replacement Value protection setting
5 a total value on the entire shipment of \$300,000.
6

7 40. Plaintiff complied with the terms of the Agreement and remitted
8 payment to Defendants in full.

9 41. Defendants breached the Agreement by failing to properly care in
10 packing up and loading Plaintiff's belongings into the moving van; thereby, causing
11 damage to Plaintiff's furnishing, including custom built pieces.
12

13 42. Defendants breached the Agreement by failing to properly store and
14 care for Plaintiff's belongings prior to delivering and unloading said belongings to a
15 residence in Eagle, Idaho.

16 43. Defendants breached the Agreement by refusing to pay Plaintiff's claim
17 for the damaged furnishings caused by Defendants' packing, storing and delivery of
18 Plaintiff's furnishings.
19

20 44. Corrigan assigned her claims against any responsible party in writing
21 on or about May 2, 2018 to Plaintiff Josh Anderson.

22 45. Defendants are liable to Plaintiff pursuant to 49 U.S.C. § 14706 for the
23 losses caused to Plaintiff by Defendants' breach of their contract with Plaintiffs.

24 46. A claim was submitted to Defendants in accordance to Defendants'
25

1 mandates.

2 47. Documents have been submitted to Defendants in support of Plaintiff's
3 claim.

4 48. Defendants refused to remit payment for Plaintiff's damages as set
5 forth in her claim.

6 49. Plaintiff has suffered damages in the sum of \$28,951.90, which is the
7 replacement cost for the items that were damaged.

8 50. Plaintiff is entitled by law to recover prejudgment interest on the
9 amount due and owing and is also entitled to recover at the maximum post-judgment
10 interest rate from and after the date of judgment until fully paid and satisfied.

11 51. Plaintiff has had to retain counsel to pursue collection of her claim for
12 damage caused by Defendants, which Plaintiff should have received the Full
13 Replacement Value for her damaged furnishing and was offered 10% of the value;
14 thus, Plaintiff should be awarded its fees and costs for having to pursue the instant
15 action for collection of the full replacement value of the damaged furnishing as set
16 forth in the Agreement.

17 **WHEREFORE**, Plaintiff Josh Anderson demands judgment against
18 Defendants, jointly and severally, and each of them as follows:

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- 20 1. For special damages in the sum of \$28,951.90;
 - 21 2. For compensatory and general damages in excess of \$10,000;
 - 22 3. For pre-judgment interest and post-judgment interest;
- 23
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25

1 4. For attorney's fees and costs for having to bring this action; and

2 5. For such other and further relief as the Court may deem just and proper.

3 Dated this 2nd day of May, 2018,

4
5 /s/ *Shea Backus*

6 _____
7 Shea A. Backus, Esq.

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